

42926 Y3  
REV

**STATE FUNDS GRANT**  
**BETWEEN**  
**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING**

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING** (hereinafter "Grantee").

**DHHS GRANT MANAGER:**

Bob Halada  
DHHS/MLTC/State Unit on Aging  
PO Box 95026  
Lincoln, NE 68509  
DHHS.Aging@nebraska.gov

**PURPOSE.** The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

**I. TERM AND TERMINATION**

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

**II. AMOUNT OF GRANT**

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$173,415.00 (one hundred seventy-three thousand, four hundred fifteen dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$48.68 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an

actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker  
State Unit on Aging  
Division of Medicaid & Long-Term Care  
Department of Health & Human Services  
PO Box 95026  
Lincoln, Nebraska 68509-5026  
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### III. STATEMENT OF WORK

#### A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. *Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.*
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

#### B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

#### C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
  - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
  - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
  - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
  - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
  3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

#### **IV. GENERAL TERMS AND ASSURANCES**

##### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.

- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.
- R. HOLD HARMLESS.
1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
  2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.
- T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.
- U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.
- V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. **RESEARCH.** The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. **SEVERABILITY.** If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. **SUBGRANTEES OR SUBCONTRACTORS.** The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. **SURVIVAL.** All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. **TIME IS OF THE ESSENCE.** Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. **NOTICES.** Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

**FOR DHHS:**

Nebraska Department of Health and Human  
Services - Legal Services  
Attn: Contracts Attorney  
301 Centennial Mall South  
Lincoln, NE 68509-5026

**FOR GRANTEE:**

Rod Horsley, Director  
South Central Nebraska Area Agency on Aging  
620 E 25 St, Suite 12  
Kearney, NE 68847  
308-234-1851

DHHS may change the DHHS Grant Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

**IN WITNESS THEREOF**, the parties have duly executed this grant hereto, and acknowledge that the individual signing below has authority to legally bind the party to this grant.

*Cynthia Brammeier*

Cynthia Brammeier  
Administrator  
State Unit on Aging

DocuSigned by:

*Rod Horsley*

Rod Horsley  
Director  
South Central Nebraska Area Agency on Aging

DATE: 7/2/2018 | 16:32:18 CDT

DATE: 7/2/2018 | 16:26:44 CDT



# **ATTACHMENT A**

South Central NE Area Agency on Aging

Annual Budget FY 2018-19

42926 Y3

## FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	36. ADRC	SHIP						Area Plan Admin	TOTAL
<b>COST CATEGORIES</b>											
1. Personnel	\$76,896		\$112,069	\$78,439							\$267,404
2. Travel	\$271		\$1,908	\$4,821							\$7,000
3. Print & Supp.	\$2,000		\$2,500	\$1,700							\$6,200
4. Equipment	\$97		\$1,059	\$126							\$1,282
5. Build Space	\$2,749		\$3,662	\$3,274							\$9,685
6. Comm. & Utilit.	\$966		\$2,480	\$1,313							\$4,759
7. Other	\$2,463		\$5,732	\$3,918							\$12,113
8a. Raw Food											\$0
8b. Contractual	\$120,000										\$120,000
<b>9. GROSS COST</b>	<b>\$205,442</b>	<b>\$0</b>	<b>\$129,410</b>	<b>\$98,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$428,443</b>
<b>NON-MATCHING</b>											
10. Other Funding				\$52,000							\$52,000
11a. Title XX/Medicaid											\$0
11b. NSIP											\$0
12a. Income Cont./Fees	\$1,000										\$1,000
<b>12b. TOTAL NON-MATCH</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$53,000</b>
<b>13. ACTUAL COST</b>	<b>\$204,442</b>	<b>\$0</b>	<b>\$129,410</b>	<b>\$41,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$375,443</b>
<b>MATCH</b>											
14a. Local Public (Cash)											\$0
14b. Local Public (In-Kind)											\$0
15a. Local Other (In-Kind)											\$0
15b. Local Other-Cash											\$0
<b>16a. TOTAL LOCAL MATCH</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>16b. Cost Less Match</b>	<b>\$204,442</b>	<b>\$0</b>	<b>\$129,410</b>	<b>\$41,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$375,443</b>
<b>FUNDING</b>											
17a. CASA	\$31,027		\$129,410	\$41,591							\$202,028
17b. CASA (Used as Match)											\$0
18a. SUA Grants											\$0
18b. Special Award											\$0
18c. Care Management											\$178,415
<b>18d. TOTAL SUA COST</b>	<b>\$31,027</b>	<b>\$0</b>	<b>\$129,410</b>	<b>\$41,591</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$375,443</b>

Sen. Vol. units are reported under  
volunteerism in NAMIS

Projected Units	4,200.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 48.91	#DIV/0!	\$ 369.74	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 48.68	#DIV/0!	\$ 369.74	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

# **ATTACHMENT B**

State Unit on Aging

Care Management Reimbursement Request

Form C 42926 Y3

**NEBRASKA**Subrecipient Name South Central Nebraska Area Agency on Aging

Good Life. Great Mission.

Address Book No. 545781

DEPT. OF HEALTH AND HUMAN SERVICES

Subaward No. \_\_\_\_\_

Service Dates \_\_\_\_\_

Total Casework Time Units

Approved Reimbursement Rate

Actual Value

Client Fees Received

CASA funds

Other Income (list separately below)

.  
.  
.

Total Income

Total Reimbursement Requested

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

\_\_\_\_\_  
DIRECTOR\_\_\_\_\_  
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

# ATTACHMENT C

## SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING CARE MANAGEMENT UNIT

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**Appendix D-Employee Handbook pages**

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PHILOSOPHY OF CARE MANAGEMENT**

The South Central Nebraska Area Agency on Aging (SCNAAA) has maintained a long-standing and substantial commitment to the development and delivery of services which address the long term care needs of older persons. SCNAAA remains committed to the on-going development of a community based Long Term Care System which utilizes the full continuum of health and human service resources available. This shall enable individuals to live their lives with the optimum independence and choice possible when faced with problems related to deteriorating health, financial, social status, and/or the ability to perform basic activities required to live independently. Anything we hope to accomplish with and for individuals must fully respect their dignity, worth, and all their rights; seeking to maintain, if not restore, their ability to direct their own lives. To that end, we have adopted these central values which are reflected in "A Constructive View of an Older Person."

1. A person who is in full possession of their civil rights.
2. A unique individual rich with life experiences.
3. An equal.
4. A whole person who cannot be divided into a number of individual parts or needs.
5. A person who has primary responsibility, if not sole responsibility, for their life and decisions regarding their life.
6. The ultimate authority on their own needs.
7. A person who can participate in and contribute to problem solving regardless of overwhelming impairments.
8. A person who has had problems all their life, as have all persons, and is not to be spared from the adventure of living now.
9. A person who bears social responsibilities, whose good is balanced against others.
10. A person fully capable of change and recovery.
11. A person who is entitled to the best services and care within the community.

Long Term Care shall mean the care for people who have unmet psycho-social, environmental, and/or functional needs, and who need assistance in meeting these needs for an average of three months or longer.

SCNAAA Care Management Unit shall assist clients to identify unmet needs, access needed services, and monitor service delivery to assure that the client is receiving, when reasonably possible, the most appropriate mix and level of services which is the least restrictive level of care meeting their level of need. SCNAAA Care Management Unit shall coordinate the delivery of a continuum of services, using all available care resources; including the CHOICES programs, community based services, institutional resources, and all support systems of a client which shall include family members, friends, and neighbors. SCNAAA believes the family of an older person has a primary role and responsibility in the provision of care, however, at the same time we realize families and/or care givers may face an overwhelming burden in the care of a frail older relative. In areas where community based services are non-existent, SCNAAA will work to develop informal services. Therefore, SCNAAA is dedicated to providing services in a manner which both respects the role and responsibility of the family and balances care responsibilities to assure the welfare of all within the family support system.

The Care Management Unit, through its Elder Care Coordinator and Care Managers, shall assist clients with long term care services as specified in state law (81-2229 through 81-2236), including assessment, care plan development, referral for clients in need of long term care services, coordination of care plans, monitoring of the delivery of services for clients, review of the clients' care plans, and ongoing consultation. A basic module for a continuum of care includes these five basic components: Assessment, Planning, Linking, Monitoring, and Advocacy; which results in optimum functioning of the individual.

Finally, the Care Management Unit is not a component of, and is operated separately from, any direct care program of SCNAAA or of any other direct care service in PSA-F.



**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**OUTCOMES**

- I. **Outcome:** Older persons, their friends, families, and other elder service providers are aware of and know how to access Care Management services throughout PSA-F.
- A. **The Care Management Unit shall continue to inform the public and other elder service providers about Care Management services.**
1. The Care Management Unit shall provide outreach to seniors at health fairs, conferences, senior centers, nursing facilities, and other appropriate contacts.
  2. The Care Management Unit shall invite speakers from other elder service providers to exchange information at Care Management meetings.
- B. **Performance Measures:**
1. Number of outreach contacts made.
  2. Number of guest speakers at Care Management meetings.
- II. **Outcome:** Older Nebraskans are healthy and have a sense of well-being.
- A. **The Care Management Unit will provide access to health and wellness education, and offer risk management strategies to program participants.**
1. SCNAAA Care Managers shall assess risks to health and wellness in the Care Management assessment.
  2. SCNAAA Care Managers shall address health education needs and risk management issues in the care plan.
  3. SCNAAA Care Managers shall document each client's participation in or rejection of health education and risk management activities.
- B. **Performance Measures:**
1. Number of Care Management clients served.
  2. Client care plans address issues of health education deficiencies and risk Management needs identified during both initial and ongoing assessments.
  3. Client care plans document each client's participation in or rejection of health education and risk management activities.

III. Outcome: Older Nebraskans are free to exercise their full rights as citizens and have those rights respected by others.

A. The Care Management Unit will advocate for and assist older adults to access legal and protective services.

1. SCNAAA Care Managers shall identify legal and abuse issues during initial and ongoing assessments.
2. SCNAAA Care Managers shall address these issues in the care plan and through referrals to the appropriate agency.
3. SCNAAA Care Managers shall monitor resolution of these issues in the care plan and narratives.

B. Performance Measures:

1. The client care plans and narratives address and monitor issues of and appropriate intervention for reported abuse when identified on assessment or any follow-up.
2. Client care plans address other legal issues (i.e. D.P.O.A.) identified on the assessment.
3. Client care plans reflect the client's choice in resolution of legal issues.

IV. Outcome: Older adults reside in living situations that meet their needs and support independence. (From Area Plan)

A. Care Management will assist persons in remaining independent and in the living situation the client desires.

1. SCNAAA Care Management Unit will provide services coordination for the non-waiver 60 plus population under the Care Management Program.

B. Performance Measures:

1. Units of service per employee.
2. Number of clients served.
3. Client/family satisfaction with service.
4. Number of nursing facility admissions in PSA-F from year to year.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**METHOD TO EVALUATE OUTCOMES**

The methods used to evaluate progress made toward completion of the Care Management Unit Outcomes shall include:

1. The Elder Care Coordinator will perform a Quality Assurance evaluation of one client per Care Manager per month.
2. The Elder Care Coordinator will share the results of the Quality Assurance evaluation with the Care Managers as necessary to meet the Care Management Unit requirements, and to determine if changes need to be made in service delivery or documentation.
3. Monthly monitoring of performance measures by the Care Management Unit Supervisor with:
  - a. Monthly reports to the State Unit on Aging of the numbers of clients served and the units of service provided by the Care Management Unit in PSA-F; and
  - b. Monthly reports to the SCNAAA Governing Board of the total number of clients served overall and by county; and total units of service provided overall and by county through the Care Management Unit.
4. Annual reviews by the SUA/HHS. Performance deficiencies noted on SUA reviews shall be addressed through a plan of correction approved by the SUA.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PROCEDURE TO RECEIVE INPUT FROM LOCAL CITIZENS**

Input will be obtained from area citizens on the formulation and implementation of the Plan of Operation through:

1. Consultation with the Governing Board whose meetings are open to the public and notice is published in a regional newspaper.
2. Consultation with the Advisory Board.
3. An annual hearing held at the Agency on Aging with notice published in a regional newspaper.
4. Through regular contacts listed in the Procedure to Inform Eligible Individuals section of the operating plan: reference "Assurances" then "Requirement: OAA 306(a)(4)(B)."

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**CARE MANAGEMENT IS NOT A DIRECT CARE PROGRAM**

The Care Management Unit is not a component of, and is operated separately from, any direct care program of the South Central Nebraska Area Agency on Aging; nor is it a component of any other direct care service in PSA-F.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PROCEDURES FOR UTILIZING AN INTERDISCIPLINARY APPROACH TO CARE  
MANAGEMENT**

1. The Care Management Unit does not have a vested interest in any single service provider.
2. The Care Management Unit through its Care Managers and the Resource Developer provide ongoing research into service alternatives provided in each community and county throughout PSA-F.
3. The Care Management Unit maintains a listing of providers of various services by Community, including but not limited to: caregivers, Senior Centers, Meals on Wheels programs, nursing facilities, assisted living units, home health care units, hospitals, HUD housing units, HHS offices, and other services which may be unique to a community.
4. The Care Managers will provide unbiased information to the client regarding resources, allowing the client to make their own decisions as to what service provider they prefer.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PROCEDURE TO DETERMINE SERVICE PRIORITY**

All persons 60 years of age and older, or spouses of person aged 60 and older, in PSA-F shall be entitled to receive Care Management services if needed and desired. However, in the event that funds are insufficient to meet the needs of all eligible clients, we shall first continue to serve the individuals who are currently utilizing Care Management services.

New referrals shall be prioritized in descending order according to the following criteria:

1. Any person at risk for immediate nursing home placement.
2. Any person who may be able to leave a nursing home and return to a more independent lifestyle.
3. Any person with a dementia and/or Alzheimer's diagnosis.
4. Any person who shows indication of confusion possibly related to inadequate nutrition and/or the improper use of medication(s).
5. Any person requiring assistance with one or more ADL needs and is without an active informal support system.
6. Any person who suffered the recent death of a spouse or other significant caregiver.
7. Any person referred by HHS, hospitals, nursing homes, home health units, or physicians.
8. Any person referred by family or a caregiver indicating the need for assistance.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**GRIEVANCE PROCEDURES**

1. Grievances should be brought to the attention of the Care Manager by the client or responsible party, i.e. DPOA, for resolution.
2. If the Care Manager is unable to resolve the issue, then either the Care Manager, client, or responsible party should contact the Elder Care Coordinator with the grievance.
3. The Elder Care Coordinator will gather information regarding the grievance from all parties, facilitate communication, and provide a solution agreeable to the client or responsible party.
4. If the Elder Care Coordinator is unable to resolve the grievance, the Coordinator will bring it to the attention of the Director.



**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PERSONNEL POLICIES AND PROCEDURES**

The agency currently uses independent contractors to staff the Care Management program. As independent contractors, by law, we are prohibited from having "Personnel Policies" (per se) that are applicable to these individuals. However, performance is monitored through monthly reports, quality assurance, and monthly staff meetings. Training is provided upon hiring including a three day orientation that follows the training program outline, demonstration of assessment, care planning, and implementation with return demonstrations by the new Care Manager to assess need for further training.

The Care Management Unit does have policies covering Equal Opportunity, an organizational chart, and that Care Management services are the exclusive responsibility of the Care Management Unit Supervisor as specified for 006.02A. These are included in the Care Management Plan of Operation.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**EQUAL EMPLOYMENT OPPORTUNITY**

**Prohibition of Discrimination**

SCNAAA supports and has a strong commitment to the principles of equal employment opportunity. SCNAAA recruits, hires, trains, transfers, promotes, and compensates individuals and makes all personnel decisions without regard to race, color, religion, age, sex, national origin or ancestry, marital status, veteran status, or physical or mental disability unrelated to an individual's ability to perform the job, in accordance with applicable law.

Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, or because of race, color, national origin or other non-merit factors shall be prohibited. Discrimination on the basis of age or sex or physical disability, or marital status, shall be prohibited except where specific age, sex or physical requirements constitute a bonafide efficient administration.

Any formal applications for employment at the Agency will be kept on file for a period of one (1) year.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**ORGANIZATION CHART**

**GOVERNING BOARD**

:

:

**AGENCY DIRECTOR**

:

:

**ELDER CARE COORDINATOR**

:

:

---

<b><u>:</u></b>	<b><u>:</u></b>	<b><u>:</u></b>	<b><u>:</u></b>
<b><u>Care Manager</u></b> <b><u>(Counties)</u></b>	<b><u>Care Manager</u></b> <b><u>(Counties)</u></b>	<b><u>Care Manager</u></b> <b><u>(Counties)</u></b>	<b><u>Care Manager</u></b> <b><u>(Counties)</u></b>
Kearney Buffalo Sherman Custer	Buffalo Phelps Kearney	Harlan Phelps Furnas Franklin	Valley Loup Garfield Greeley Wheeler Blaine Custer Sherman

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POLICY OF RESPONSIBILITY FOR PROVISION OF  
CARE MANAGEMENT SERVICES**

Delivery of Care Management services for the South Central Nebraska Area Agency on Aging is the exclusive responsibility of the Care Management Unit, the Elder Care Coordinator, and Care Managers.

The Elder Care Coordinator or Care Manager may delegate to staff the performance of the services of referral, coordination of the Long Term Care Plan, and monitoring of the delivery of services to clients if supervision is provided by the Elder Care Coordinator.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POLICY OF RESPONSIBILITY FOR IMPLEMENTING THE CARE  
MANAGEMENT UNIT PLAN OF OPERATIONS**

The Elder Care Coordinator is responsible for implementing the Care Management Plan of Operation, for maintaining and updating the CMU's policies and procedures, and for supervising the activities of Care Management staff and contractors.

The Care Management Unit shall not change its Plan of Operations or its practice under such plan unless proposed amendment has been submitted to and approved by the State Unit on Aging.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**MINIMUM QUALIFICATIONS FOR CARE MANAGERS  
AND CARE MANAGEMENT SUPERVISOR**

The Elder Care Coordinator and Care Managers shall have the following minimum qualifications:

1. A current Nebraska license as a Registered Nurse, or Baccalaureate or graduate degree in the human services field, or certification under the Nebraska Social Work Law, and
2. At least two years of experience in long term care, gerontology, or community health service.
3. Elder Care Coordinator shall have at least 2 years of Supervisory or Management experience.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POSITION DESCRIPTION**

Title: Contract Care Manager

Responsible to: Elder Care Coordinator

**Qualifications:** Must be a currently licensed registered nurse in the state of Nebraska, or a baccalaureate or graduate degree in the human service field, or certification under the Nebraska social work law; and have at least two years experience in long term care, gerontology, or community health. A background check is required through Adult Protective Services and other agencies.

**Hiring and Selection:** Candidates will be interviewed to see who would be the best fit for our unit, who has the most knowledge and any other significant qualities that would be good in our unit. Prior to hiring the candidate there references will be checked and a background check will be completed through Adult Protective Services and other agencies. If the checks come out OK the Candidate will be hired.

**Pay:** Care Managers are independent contractors and will be paid at the hourly rate stated in the contract. Reimbursement for mileage will be at the rate established annually by the Internal Revenue Service.

**Job Description:**

1. Responsible for the direct provision of Care Management services including:
  - A. Conducting an extensive assessment utilizing the Care Management Unit's standardized assessment document on the elderly in the home, hospital, assisted living, or nursing home setting.
  - B. Care plan development and implementation.
  - C. Monitoring the delivery of services.
  - D. Providing a level of advocacy to clients that assure access to services, and sufficient knowledge to make informed and appropriate choices.
2. Provide for public awareness of Care Management services through public speaking, attending local meetings, and health fairs.
3. Attend staff meetings as required, unless excused by Elder Care Coordinator, and assist in planning and providing in-services to other Care Management contractors.

4. Maintain ongoing relationships with other health and human service providers.
5. Maintain client confidentiality.
6. Responsible for complying with all policies and procedures of the Care Management Unit.
7. Responsible for assisting the Elder Care Coordinator in the implementation of a quality assurance program.



**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POSITION DESCRIPTION**

Title: Elder Care Coordinator

Responsible to: Director

**I. SUMMARY**

Responsible for the overall management of the Care Management (CM) program, the Senior Care Options (SCO) (LOC); including ensuring compliance with State Unit on Aging (SUOA) and Agency CM policies, procedures, rules, and regulations. Responsible for hiring, training, and supervision of Care Managers; meeting Agency, SUOA, SCO, and reporting requirements; monitoring service provision through the quality assurance process; and maintaining good working relationships with other human services providers.

**II. DUTIES / RESPONSIBILITIES**

1. Responsible for the direct supervision of the CM Program.
2. Responsible for all LOC activities.
3. Responsible for hiring, training, coordination, and supervision of CM staff/contractors.
4. Ensures compliance with CM and LOC policies, procedures, rules, and regulations.
5. Develops and maintains an ongoing quality assurance process for CM and LOC programs.
6. Drafts and implements Agency CM policies, procedures, and regulations as may be necessary for the program.
7. Completes monthly billing and reports, as required by Health and Human Services System (HHSS), SUOA, and reports on all aspects of the CM and LOC programs to the Director and the Agency's Governing Board.
8. Compiles and enters all data as required by the NAMIS and CONNECT systems.
9. Conducts monthly CM meeting to update Care Managers.

Page 2

**POSITION DESCRIPTION**

**Elder Care Coordinator**

10. Responsible to maintain professional knowledge in specialty area through training courses, workshops, and seminars.
11. Assists the Director with development of the Area Plan as it pertains to the CM and LOC programs.
12. Assists the Fiscal Officer with development of the annual budget for the CM and LOC programs.
13. Provides for public awareness of the Agency, CM, and LOC services through public speaking, media, attending appropriate meetings of related service providers, health fairs, and other educational opportunities.
14. Provides for technical assistance to nursing homes, hospitals, senior housing units, senior centers, home health care agencies, and other agencies/providers.
15. Maintains ongoing relationships with other health and human services providers.
16. Ensures client confidentiality.
17. Complies with policies and procedures of the Agency on Aging.
18. Knowledgeable in the use of Microsoft Word, Excel, NAMIS, CONNECT, Outlook, NFOCUS, and other appropriate computer skills.
19. Works with Federal, State, and local professionals on program development.
20. Assists in service development in areas where services are fragmented or non-existent.
21. Performs other duties and tasks as may be assigned.

**III. QUALIFICATIONS**

Must be a currently licensed Registered Nurse in the State of Nebraska, or, have a Bachelor's Degree in Human Services, Social Work, Sociology, Human Relations, Gerontology, or, certification (CSW) under the laws of the State of Nebraska; have at least two years of experience in long term care, gerontology, and/or community health. Elder Care Coordinator shall have at least 2 years of Supervisory or Management experience.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POLICY FOR MONITORING CONTRACTORS**

The Elder Care Coordinator will monitor the services provided by the Care Manager/Contractors as described in the Elder Care Coordinator's Position Description to ensure compliance. Since the Care Managers are contractual, there will be no performance reports. Instead, the Elder Care Coordinator shall provide ongoing:

1. Monitoring a minimum of one chart for each Care Manager/Contractor monthly for accuracy and compliance with Care Management Unit policies and guidelines. (State CMU policy: monitor a minimum of 2% of all clients annually for compliance with CMU regulations and guidelines.)
2. Monitoring of time and travel records monthly.
3. Care Manager meetings, monthly, to discuss policies, procedures, problem-solve, have information, and invite speakers from other elder care services to share information.
4. Follow-up with Care Manager/Contractors as needed.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**POLICY FOR MAINTAINING ACCOUNTING RECORDS**

The Elder Care Coordinator, in cooperation with the Fiscal Officer, shall maintain accounting records as necessary for presentation of financial statements in accordance with generally accepted accounting principles. The Care Management Unit shall participate in the annual audit of SCNAAA, which is filed with the SUOA by September 30<sup>th</sup> of each year. The audit shall be conducted in accordance with generally accepted auditing standards resulting in an opinion of the financial statements of Subsection 006.02D4.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**CLIENT RIGHTS AND RESPONSIBILITIES**

As a client of the Care Management Program, you have the right to:

1. Care Management services without regard to sex, race, national origin, or religion.
2. Accept or reject Care Management services at any time.
3. An assessment of your needs as part of the Care Management process.
4. Voice your choices in the plan of care. The Care Manager will inform you of available services, programs, funding sources, providers, and costs. You may accept or reject any recommendations, and choose the services and providers you want.
5. Have the Care Manager explain all billing policies and income based sliding scale fees for your Care Manager's services before the assessment, if they apply to you.
6. Expect that your file will be kept confidential at all times, and you may have access to your file, if desired, unless restricted by law, state, or federal regulation.
7. Be informed of the name of the Care Manager responsible for your case.
8. To voice your complaint to the Elder Care Coordinator if you feel you have been discriminated against or unjustly treated by the Care Management process.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**DISCHARGE FROM CARE MANAGEMENT SERVICES**

A client may be discharged from the Care Management Program by the Care Manager when:

1. Requested by the client.
2. The client is receiving case management services through another agency (i.e. Medicaid Waiver).
3. The client becomes a permanent resident of a nursing home. Case will close 2 months after entering facility. Case will re-open if needed at a later date.
4. The client has passed away.
5. The Care Manager and Elder Care Coordinator have identified that an unsafe environment exists for the Care Manager.
6. The Care Manager and Elder Care Coordinator agree that a safe and supportive environment cannot be maintained for the client due to lack of providers, unstable health, or, client and/or family repeatedly request, then cancel, services initiated on their behalf by the Care Manager, including locating providers, applying for other programs or funding sources. In unsafe situations, a referral will be made to Adult Protective Services.

If you have any questions, concerns, or complaints, please contact Hayley Jelinek, BSW Elder Care Coordinator at (308) 234-1851 or (800) 658-4320.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PROCEDURE FOR CONFIDENTIALITY OF CLIENT RECORDS AND  
INFORMATION**

Title XX regulations require strict confidentiality of all individuals names who receive services under Title XX. SCNAAA seeks to maintain a high profile for protecting the integrity of the Agency and its record of honoring the privacy of those persons it serves. It is the policy of SCNAAA that any breach of confidentiality will be grounds for disciplinary action and possible dismissal of the employee (or contractor). (From SCNAAA Employee Handbook, on file at State Unit on Aging.)

This procedure applies to the Care Management Unit, its Coordinator, and Care Managers. At the time of assessment, the consent form provides a release by the client to provide and/or obtain information to/from other agencies or service providers for the implementation of the care plan. Copies of these forms may be found in the Appendix of the Care Management manual. As Care Managers work closely with DHHS, clients will be asked to sign a Release specifically for DHHS.

Following the initial implementation of the care plan, the client is consulted and must provide verbal consent for any future referrals, care plan conferences at nursing facilities and hospitals, and consultations with outside agencies or professionals. The Care Manager must document client's agreement to the above in the client record.

Written consent by the client is required for release of information to press, radio, television, or newspapers; or for the release of written information from the client record, or, to/from other healthcare providers. A copy of the release is found through the Appendix of the Care Management manual.

Care Manager/Contractors will be provided with a locked file cabinet to control access to client case records in their home offices.

Access to Care Management client records maintained at SCNAAA offices, as well as information stored on computer/data systems (desktops, laptops, cellular phones, iPads, etc...), shall be restricted to Care Managers, Elder Care Coordinator, Fiscal officers, Data Entry Clerk, Medicaid Waiver Supervisor, and the SUOA.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**PROCEDURE FOR ESTABLISHMENT OF CLIENT FILES**

The SCNAAA Care Management Unit will establish a client file at the time of assessment for each eligible individual requesting Care Management services. This file will contain all documents relating to that client, including, but not limited to; the assessment, care plan, consent forms, release of information, narrative notes, correspondence, reassessments, and any other forms relating to that individual. (See CM File Format in Appendix)

The Care Manager/Contractor, whose office is outside the agency, will maintain their client's files in a locked file cabinet. On a monthly basis, the Care Manager/Contractor will bring updated records to the Agency office to provide current copies for the permanent client file. The original forms will be placed in the client's permanent record upon completion of that form, i.e., narrative notes, care plan. When services are discontinued for a particular client, the Care Manager/Contractor will forward that file to the Elder Care Coordinator who will maintain one file on that client for a period of six years. This file will contain all permanent records pertaining to that client.

Access to client files will be limited to the Elder Care Coordinator, the Care Manager/Contractor, the Data Entry Clerk, the Care Management Specialist from the SUOA, and when indicated, to appropriate third parties with authorization permitted by law.

The SUOA Care Management Specialist will have authority to inspect and review client files/records to evaluate performance and achievement of the Care Management Unit, to verify, and to audit the services provided and information published by the Care Management Unit.



**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**FEE SCALE**

The SCNAAA Care Management Unit shall use the fee scale as adopted and promulgated by the State Unit on Aging. The fee scale will be based on family income defined as follows:

1. Family income is the total income the individual and spouse (if any) receives annually.
2. Income is money received as profit from fees (net income after business expenses, before taxes) from a person's own business, professional practice, partnership, or farm.
3. Income shall include, but not be limited to: regular payments such as Social Security, income from public assistance, interest, dividends, pensions, net rents, alimony, child support, or allotments.
4. Income includes wages, salary, commission, bonuses, or tips from all jobs (before deductions from taxes), including sick leave pay.
5. For the purposes of these rules and regulations, family shall mean an individual and his or her spouse.

The State Unit on Aging adopts as its poverty index the poverty income guidelines issued annually by the U.S. Department of Health and Human Services. A client whose family income is below 150% of the poverty level in the index issued by the State Unit on Aging shall pay from 0 to 100% of the fee for Care Management services, based on the Poverty Income Guidelines provided annually to each Care Management Unit.

The Care Manager shall inform the client of the fee for services prior to the delivery of services. Services shall not be withheld or discontinued if the client elects not to make a payment. Monthly statements of the services rendered shall be sent to each billable client by the Elder Care Coordinator.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**STATE REIMBURSEMENT TO THE CARE MANAGEMENT UNIT**

The State Unit on Aging may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units defined as one hour of reimbursable service by the Elder Care Coordinator and Care Managers for a client. The Reimbursable services are: consultation, assessment, care plan development and coordination, referral of a client to other agencies and services, and care plan review and monitoring.

The value of the casework time unit shall be calculated by adding all expenses for personnel, administration and planning, client eligibility review, contractual services, necessary supportive services, and other necessary actual and indirect costs of the Care Management Unit, then dividing by the number of actual casework time units to be delivered by a Care Management Unit during the fiscal year as approved by the State Unit on Aging in the budget for the Care Management Unit.

The reimbursable amount of a casework time unit is based upon the difference between actual value of a casework time unit less fees collected from the client, payments from Medicaid and other third party payer, and other sources of income to the Care Management Unit as specified in the Act.

A maximum reimbursable dollar amount may be specified by the State Unit on Aging but in no case shall the maximum reimbursement exceed the cost of an actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

The State Unit on Aging shall provide reimbursement only up to the limit of funds appropriated to the State Unit on Aging under the Act and may not exceed the approved budget and projected actual casework time units in a Care Management Unit's Plan of Operation.

In requesting reimbursement, the Care Management Unit grants authority to the SUOA to verify the service delivered to the client by inspecting individual client files and records which must be maintained in the Care Management Unit office, to verify costs allocated to the casework time unit, and to verify total income from an individual or client, and from other sources.

The State Unit on Aging will not reimburse a Care Management Unit for any cost for which the Unit receives payment from an individual or client, or from other reimbursement by state or federal government programs or third party payers; or from funds appropriated under the Nebraska Community Aging Services Act prior to the effective date of this Act, or from any other sources.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of Privacy Practices describes how South Central Nebraska Area Agency on Aging may use or disclose your personal health information, with whom that information may be shared, and the safeguards we have in place to protect it. This notice also describes your rights to access and amend your health information.

We must follow the privacy practices contained in this notice. However, we reserve the right to change the privacy practices described in this notice in accordance with the law. Changes to our privacy practices apply to all health information we maintain. If we change our privacy practices, you will receive a revised copy.

You will be asked to provide a signed acknowledgment of receipt of this notice. Our intent is to make you aware of possible uses and disclosures of your protected health information and your privacy rights. The delivery of your health care services will in no way be conditioned upon your signed acknowledgment. If you decline to provide a signed acknowledgment, we will continue to provide you treatment and will use and disclose your protected health information for treatment, payment, or health care operations when necessary.

**WE MAY USE YOUR PROTECTED HEALTH INFORMATION WITHOUT YOUR AUTHORIZATION FOR THE FOLLOWING REASONS:**

1. ***Treatment/Services.*** We will use your health information for service coordination. For example, health information obtained by a service coordinator, or other medical personnel will be recorded in your file and used to determine which service options best address your health needs. The service options will be documented in your file, so that other health care professionals can make informed decisions about your care.
2. ***Payment.*** We will use your health information, as needed, to obtain payment for your health care services. For example, in order for public funds to pay for your care, we must submit a bill that identifies you, your diagnosis, and the services provided to you. As a result, we will pass such health information onto the third-party payer in order to help receive payment for your care.
3. ***Health Care Operations.*** We may use or disclose, as needed, your condition, treatment, and outcome information in order to improve the quality or cost of care we deliver. These activities may include evaluating the performance of your doctors, nurses, and other health care professionals, or examining the effectiveness of the treatment provided to you when compared to patients in similar situations.
4. ***Individuals Involved with your Care or Payment of your Care.*** If family members, relatives, or close personal friends are helping care for you or helping you pay for your care, we may release important information about you to those people. The information released may include information about your general condition.

In addition, we may release your medical information to organizations authorized to handle disaster relief efforts, so that your family can be notified about your condition, status, and location.

**5. *Business Associates.*** We may disclose your health information to other persons or organizations known as business associates, who provide services for us under contract. We require our business associates to protect the medical information we provide to them.

**6. *Health-Related Benefits and Services.*** We may use and disclose your health information to tell you about health-related benefits or services of interest. We may use and provide your health information to tell you about possible treatment options or other items of interest and to contact you to remind you of your appointments.

**7. *As Required by Law.*** We will use and/or disclose your health information when required to do so by local, state, or federal law. For example, we may have to report abuse, neglect, or domestic violence or certain physical injuries.

**8. *Public Health Activities.*** We may provide your health information for public health activities. These activities generally include the following: to prevent or control disease, injury, or disability; to report births or deaths; to report reactions to medications or problems with products; to notify people of recalls of products they may be using; to notify a person who may have been exposed to a disease or may be at risk for getting or spreading a disease or condition; to notify the government if we suspect a patient has been the victim of abuse, neglect, or domestic violence.

**9. *Health Oversight Activities.*** We may disclose your health information to a health oversight agency for activities authorized by law, such as audits, investigations, licensure, and inspections. These agencies might include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and civil rights law.

**10. *Food and Drug Administration.*** We may disclose your health information to a person or company required by the Food and Drug Administration to do the following: report adverse events, product defects, or problems and biologic product deviations; track products; enable product recalls; make repairs or replacements; or conduct post-marketing surveillance as required.

**11. *Coroners, Medical Examiners, and Funeral Directors.*** We may disclose your health information to coroners, medical examiners, and funeral directors so they can carry out their duties, such as identifying the body, determining the cause of death, or in the case of funeral directors, to carry out funeral preparation.

**12. *Law Enforcement.*** We may provide health information for law enforcement purposes, including, but not limited to, the following: in response to legal proceedings; to identify or locate a suspect, fugitive, material witness or missing person; pertaining to a victim of a crime; pertaining to a death believed to be the result of criminal conduct; pertaining to crimes occurring on-site; and in emergency situations to report a crime, the location of the crime or victims involved.

13. ***Organ and Tissue Donation.*** We may disclose your health information to people involved with obtaining, storing, or transplanting organs, eyes, or tissue of cadavers for donation purposes.

14. ***Military and National Security Activities.*** We may disclose your health information to authorized federal officials for conducting intelligence, counterintelligence, and other national security activities.

15. ***Lawsuits and Disputes.*** We may disclose your health information in response to a court or administrative order and in certain conditions in response to a subpoena, discovery request, or other lawful process.

16. ***To Prevent a Serious Threat to Health or Safety.*** We may use and disclose your health information when needed to prevent a serious threat to your health and safety or the health and safety of other people. The information will only be provided to someone able to help prevent the threat.

#### **YOU HAVE SEVERAL RIGHTS WITH REGARD TO YOUR HEALTH INFORMATION:**

1. ***Right to Inspect and Copy.*** You have the right to inspect and obtain a copy of your health information. However, this right does not apply to psychotherapy notes; information gathered in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information.
2. ***Right to Request to Correct or Amend.*** If you believe your health information is incorrect, you may ask us to correct or amend the information. Such request must be made in writing and must include a reason for the correction or change. If we did not correct the health information that you believe is incorrect, or if we disagree with you and believe your health information is correct, we may deny your request.
3. ***Right to request restrictions.*** You have the right to ask for restrictions on how your health information is used or disclosed for treatment, payment, and health care operations. Your request must be in writing and must include (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply. We are not legally required to agree with your requested restriction(s).
4. ***Right to Request Confidential Communications.*** You have the right to ask that we communicate your health information to you using alternative means or an alternative location. For example, you may wish to receive information about your health status in a special, private room or through a written letter sent to a private address. We will accommodate reasonable requests.
5. ***Right to an Accounting of Disclosures.*** In some limited instances, you have the right to ask that we provide you with a list of the disclosures we have made of your protected health information. All such requests must be made in writing. The disclosure must have been made after January 19, 2016, and no more than six years from the date of your request for an accounting.

In addition, we will not include in this list disclosures made for treatment, payment, or health care operations, our directory, national security, to law enforcement/corrections regarding inmates, certain health oversight activities, and/or disclosures authorized by you or your legal guardian.

6. ***Right to Withdraw your Authorization.*** Except for the situations herein, we must obtain your specific written authorization for any other release of your health information. If you sign an authorization form, you may withdraw your authorization at any time, as long as your withdrawal is in writing.

7. ***Complaint.*** If you believe your privacy rights have been violated, you may file a complaint with us and with the federal Department of Health and Human Services. We will not retaliate against you for filing such a complaint.

If you have any questions or concerns regarding your privacy rights, the information in this notice, or if you wish to file a complaint, please contact the following individual for more information:

Hayley Jelinek, BSW  
Privacy Officer  
South Central Nebraska Area Agency on Aging  
620 East 25<sup>th</sup> Street, Suite 12  
Kearney, NE 68847  
(308) 234-1851

This Notice of Privacy Practices is effective January 23, 2017.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**RESOURCE DIRECTORY**

The South Central Nebraska Agency on Aging Care Management Unit shall develop a comprehensive directory of available public, as well as private resources.

The directory will include long-term services and supports; including, but not limited to, formal and informal community based services and institutions for coordination, collaboration, and referral.

The directory of resources shall be reviewed on an annual basis, or as new information is received.

Updated 1/23/17 by H.J.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**QUALITY ASSURANCE**

Audits will be conducted monthly by the Elder Care Coordinator on one client for each Care Manager. Follow-up will be provided to the Care Manager.

Updated 1/23/17 by H.J.



**South Central Nebraska Area Agency on Aging  
Care Management Unit**

**Volunteer/Intern Policy**

**Part I: Objective**

The objective of the Volunteer/Intern Policy is to allow individuals an opportunity to serve as a volunteer or intern of an Agency program, as well as to protect client confidentiality and the integrity of the Agency.

**Part II: Responsibility/Oversight**

The program supervisor shall be responsible for the oversight and supervision of any volunteer or intern.

**Part III: Payment**

No volunteer or intern will be paid. Volunteers may be reimbursed mileage, but must seek permission from the Executive Director or Director of Finance, before payment may be made.

**Part IV: Eligibility**

The Agency will consider anyone as a volunteer or intern. No individual that has a conflict of interest with the Agency and/or its clientele will be accepted as a volunteer or intern.

**Part V: Working Times**

Working or observation times will be determined and scheduled between the program supervisor and the volunteer or intern.

**Part VI: Role Descriptions**

Volunteers and interns will be provided an accurate and clear description of the tasks and responsibilities they are expected to undertake. Prior to starting an assignment the supervisor will provide an overview of the assignment and provide appropriate direction for the tasks to be completed. This should include the description of the task, start and finish time, date to be completed, hours and location of work place.

**Volunteer/Intern Policy**  
**Page 2**

**VII. Dismissal**

Volunteers and interns may be dismissed at any time.

**VIII. Confidentiality**

Volunteers and interns are responsible for maintaining the confidentiality of all information to which they are exposed while volunteering or serving as an intern. Volunteers and interns must sign a confidentiality statement and the Agency's conflict of interest acknowledgement.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**DISCIPLINARY ACTION AND GREIVENCE**

Disciplinary actions and grievance procedures are handled in accordance to the SCNAAA Personal Policies and procedures. These are included in Appendix D

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**ANNUAL BUDGET**

The Budget for care management will be submitted with the Area Plan on May 1, 2018.

**SOUTH CENTRAL NEBRASKA AREA AGENCY ON AGING  
CARE MANAGEMENT UNIT**

**NEBRASKA AGING MANAGEMENT INFORMATION SYSTEM**

The Care Management Unit will provide for all units of service to be reported using the Nebraska Aging Management Information System (NAMIS). This will be updated every three months as reassessment are completed on Care Management Clients and yearly when the annual review is completed.

## Certificate Of Completion

Envelope Id: E18246566348415ABD40C4AFF4F8AFB5	Status: Completed
Subject: Please DocuSign: DHHS Agreement # 42926 Y3	
Division: MLTC	
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Source Envelope:	
Document Pages: 53	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	Envelope Originator: Dawn LaBay 301 Centennial Mall S Lincoln, NE 68508-2529 dawn.labay@nebraska.gov IP Address: 164.119.62.168

## Record Tracking

Status: Original 6/29/2018 2:37:55 PM	Holder: Dawn LaBay dawn.labay@nebraska.gov	Location: DocuSign
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## Signer Events

Rod Horsley  
rod.horsley@nebraska.gov  
Executive Director

South Central Nebraska Area Agency on Aging  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Accepted: 7/2/2018 4:26:14 PM  
ID: 7b5630d2-3bf5-4e71-9c36-af1869a50cd1

## Signature

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Using IP Address: 164.119.63.104

## Timestamp

Sent: 6/29/2018 2:41:02 PM  
Resent: 7/2/2018 1:53:58 PM  
Viewed: 7/2/2018 4:26:14 PM  
Signed: 7/2/2018 4:26:44 PM

Cynthia Brammeier  
cynthia.brammeier@nebraska.gov  
Administrator

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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ID: c1ee5402-d4a6-4513-9ee0-8c619ac83f50

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Using IP Address: 164.119.63.127

Sent: 7/2/2018 4:26:46 PM  
Viewed: 7/2/2018 4:32:09 PM  
Signed: 7/2/2018 4:32:18 PM

## In Person Signer Events

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## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

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## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Courtney Parker  
courtney.parker@nebraska.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 6/29/2018 2:41:01 PM Viewed: 6/29/2018 2:51:05 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:41:02 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/2/2018 4:26:46 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 7/2/2018 4:32:20 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2018 4:32:20 PM
Certified Delivered	Security Checked	7/2/2018 4:32:20 PM
Signing Complete	Security Checked	7/2/2018 4:32:20 PM
Completed	Security Checked	7/2/2018 4:32:20 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



## **How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

## **To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

## **To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## **To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.